

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

JESSICA DENSON, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

DONALD J. TRUMP FOR PRESIDENT, INC.,

Defendant.

No. 20 Civ. 4737 (PGG)

**[JOINT PROPOSED] STIPULATION AND
ORDER PROVIDING CLASS-WIDE RELIEF**

WHEREAS, Lead Plaintiff Jessica Denson filed a putative class action to challenge the validity and enforceability of the non-disclosure and non-disparagement provisions contained in the agreements entered between defendant Donald J. Trump for President, Inc. (the “Campaign”) and its employees, contractors, and volunteers during the 2016 election cycle (the “Employment Agreement”);

WHEREAS, on March 31, 2021, the Court declared the Employment Agreement’s non-disclosure and non-disparagement provisions invalid and unenforceable as to Ms. Denson only;

WHEREAS, on March 30, 2022, the Court permitted Ms. Denson to file an amended complaint to add a request for injunctive relief and directed the parties to proceed to class discovery;

WHEREAS, the Campaign confirmed in class discovery that at least 422 Campaign employees, contractors, and volunteers signed agreements in connection with the 2016 election containing substantively identical non-disclosure and non-disparagement provisions;

WHEREAS, prior to this settlement, the Campaign voluntarily stated in writing that it was currently releasing all employees, contractors, and volunteers from any non-disclosure or non-disparagement obligations contained in any agreements signed by them in connection with the 2016 election;

WHEREAS, prior to this settlement, the Campaign represents that on its own volition it notified all of these employees, contractors, and volunteers in a signed writing that they are “no longer bound” by these non-disclosure and non-disparagement provisions;

WHEREAS, class discovery concluded on August 31, 2022;

WHEREAS, on October 7, 2022, the Court referred the parties to a settlement conference before Magistrate Judge Valerie Figueredo, which took place on December 13, 2022;

WHEREAS, the parties conditionally agreed to resolve this matter on certain terms;

WHEREAS, on _____, 2023, the Court entered an Order provisionally certifying a class for purposes of settlement only, consisting of all Campaign employees, contractors, and volunteers who executed the Employment Agreement, or any agreement containing substantively identical non-disclosure and non-disparagement provisions in connection with the 2016 election (the “Settlement Class”);

WHEREAS, in connection with their settlement, the parties have submitted this proposed stipulation and order and a fully executed settlement agreement and mutual release;

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel, and subject to endorsement by the Court, that:

1. The non-disclosure and non-disparagement provisions contained in the Employment Agreement, or any other agreement containing substantively identical non-disclosure

and non-disparagement provisions in connection with the 2016 election, are invalid and enforceable as to each and every member of the Settlement Class;

2. The Campaign, including its successor(s) in interest, is permanently enjoined from threatening to enforce, attempting to enforce, or enforcing any such invalid or unenforceable non-disclosure or non-disparagement provisions against any member of the Settlement Class in any forum;

3. All third-party beneficiaries under the Employment Agreement are permanently enjoined from threatening to enforce, attempting to enforce, or enforcing any such invalid or unenforceable non-disclosure or non-disparagement provisions against any member of the Settlement Class in any forum; and,

4. Final judgment shall be entered 28 days from the date this order is entered, unless either party notifies the Court that a party materially breached the separate settlement agreement and mutual release entered between the parties.

Dated: January 13, 2023

By: /s/ John Langford
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Counsel for Plaintiffs

SO ORDERED this _____ day of _____, 2023.

Hon. Paul G. Gardephe
United States District Judge